CONTRACT #13 RFS # N/A UT # 100416

University of Tennessee Health Science Center

VENDOR: The Regional Medical Center at Memphis (MED)



VICE PRESIDENT FOR STRATEGIC PLANNING AND OPERATIONS

October 30, 2008

RECEIVED

Mr. Jim White
Executive Director
Fiscal Review Committee
320 Sixth Avenue, North – 8th Floor
Nashville, TN 37243-0057

OCT 3 1 2008
FISCAL REVIEW

Dear Mr. White:

The University of Tennessee is submitting for the committee's review a non-competitively bid contract amendment with the Regional Medical Center to provide medical assistance services for the Memphis Health Loop Clinics. This amends a contract previously approved by the Fiscal Review Committee on September 18, 2007.

The UT Health Science Center is amending its contract with the Regional Medical Center to provide medical assistant services to Memphis Health Loop Clinics as part of services required for delivery through a grant between the university and the Department of Finance and Administration/Bureau of TennCare. The university currently provides the services of a nurse practitioner who provides education and health care assistance to the clinic's clients. The medical assistant will function as cofacilitator for the Centering Pregnancy groups, assist with teaching self-care skills to participants, and provide clinical-related support services to the Nurse Practitioner. These positions must be employed by the Regional Medical Center in accordance with their policies that requires these services be provided by hospital staff.

The proposed amendment increased the maximum liability from \$ \$497,469.27 to \$540,218.19. There is no change in the current contract end date of December 31, 2010.

If you have questions or need additional information, please let me know.

Respectfully,

Sylvia Spannon Maris

Sylvia Shannon Davis

Vice President for Strategic Planning and Operations

c: Dr. John D. Petersen

Mr. Anthony Ferrara

Mr. Anthony Haynes

Dr. Hershel P. Wall

THE UNIVERSITY OF TENNESSEE REQUEST: NON-COMPETITIVE AMENDMENT

APPROVED:	
UT System Office Approval	Date

	EACH REQUEST ITEM BELOW MUST BE DETAILED OR ADDRESSED AS REQUIRED.						
1)	UT Tracking Number:	100416	100416				
2)	Campus/Institute Name:	University of Tennessee I	Health Science Center (UTHSC)				
		EXISTING CO	ONTRACT INFORMATION				
3)	Short Description:	Provide the service of a N	lurse Practitioner for the Health Loo	p Project			
4)	Proposed Vendor:	Name:	The Regional Medical Center at M	emphis (MED)			
		Vendor Number:	100416				
		Vendor ID:	62-1113169				
5)	Contract #	100416					
6)	6) Contract Start Date: 11/15/2006						
7)	7) <u>Current</u> Contract End Date IF <u>all</u> Options to Extend the Contract are Exercised: 12/31/2010						
8)	8) <u>Current</u> Total Maximum Cost IF <u>all</u> Options to Extend the Contract are Exercised: \$497,469.27						
		PROPOSED AM	ENDMENT INFORMATION				
9)	Proposed Amendment #			2			
10)	Proposed Amendment Eff	ective Date:		01/01/2009			
11)	11) Proposed Contract End Date IF all Options to Extend the Contract are Exercised: 12/31/2010						
12)	12) Proposed Total Maximum Cost IF all Options to Extend the Contract are Exercised: 540,281.19						
13)	3) Approval Criteria: use of Non-Competitive Negotiation is in the best interest of the university (select one)						
	only one uniquely qualified service provider able to provide the service						
14) Description of the Proposed Amendment Effects & Any Additional Service							
				son project since Nevember 15, 2006			
The	The UT Health Science has provided the services of a Nurse Practitioner for the Health Loop project since November 15, 2006.						

This amendment adds the services of a Medical Assistant who will function as co-facilitator for Ce assist with teaching self-care skills to participants, and provide clinical-related support services to	ntering Pregnancy groups, the Nurse Practitioner.
15) Explanation of Need for the Proposed Amendment:	
The master contract between the State of Tennessee and UTHSC requires the services of a Medica Health Loop Clinics.	Il Assistant in the Memphis
16) Name & Address of Vendor/Contractor's Current Principal Owner(s): (not required if proposed constitution)	contractor is a state education
The Regional Medical Center at Memphis (The MED)	
877 Jefferson Avenue	
Memphis, Tn. 38103	, ,,,,
Documentation of Office for Information Resources Endorsement: N/A (required <u>only</u> if the subject service involves information technology)	
18) Documentation of Department of Personnel Endorsement: N/A (required only if the subject service involves training for state employees)	
 Documentation of State Architect Endorsement: N/A (required only if the subject service involves construction or real property related services) 	
20) Description of Procuring Agency Efforts to Identify Reasonable, Competitive, Procurement Alt	ernatives :
There are no alternatives as the required site of the services are owned and operated by the Regional Med	dical Center at Memphis.
21) Justification for the Proposed Non-Competitive Amendment :	
The UTHSC grant requires that a nurse practitioner be provided at the Memphis Health Loop Clinic. To be assistance with the patients enrolled in the Centering Pregnancy project, the State of Tennessee has agree Medical Assistant. After this service contract ends, the Regional Medical Center will continue to employ the Centering project at no cost to UTHSC.	ed to pay for one year of a
APPROVALS:	
Department Head or Designee	Date
Campus/Unit Purchasing Officer or Designee	Date
Chancellor/Chief Business Officer or Designee	Date
Additional Approval for Non-Delegated Contracts	
Vice President or their Designee	Date

Additional Approval for Fiscal Review Contracts

			CC	ONTRAC	TSU			SHEE	Т		021406
RFS#						Contract	#				
	<u> </u>								N/A	·	
State A	gency					State Ag	enc	y Division			
	sity of Ter							nce Center			
	ctor Name	·				-		D#(FEIN or S	<u></u>		
		al Center at M	emphis			C-	or	X V- 62	2-1113	169	
	Descript		-1.5:			- 112- 1					
				stant for the Mer	 		-!!	ent or Vendor	-0		FDA#
COI	11/15/2		 '	12/31/2010	ate	ganie		ent or vendor endor	-		N/A
Mark Ea		Statement	<u></u>	12/01/2010				endor	l		107
	-	tor is on STA	RS		Х	Contract	or's	Form W-9 is	on file	in Accoun	ts
	nt Code	Cost Cent		Object Code		ınd		unding Grant			g Subgrant Code
332	2.34	N/A		N/A	N	I/A		N/A			N/A
FY		State		Federal	interde	epartment	al	Othe	r	TOTAL	Contract Amount
2007	\$	71,875.05								\$	71,875.05
2008	\$	117,340.80								\$	189,215.85
2009	\$	142,287.37								\$	331,503.22
2010	\$	145,913.76		***************************************						\$	477,416.98
2011	\$	62,864.21								\$	540,281.19
										\$	N
TOTAL:	\$	540,281.19	\$	-	\$	_		\$		\$	540,281.19
<u></u> -с	OMPLET	E FOR AMEN	DMENT	'S ONLY —	State Agency Fiscal Contact & Telephone #						
FY		Contract & mendments	THIS	Amendment ONLY				Sylvia Davis,	865-974	-2244	
2007	\$	71,875.05			State A	gency Bud	get	Officer Appro	oval		
2008	\$	117,340.80			Sylv	via Shanno	n Da	avis, VP for St	rategic	Planning ar	nd Operations
2009	\$	120,881.41	\$	21,405.96							
2010	\$	124,507.80	\$	21,405.96							4-5113, that there is
2011	\$	62,864.21	,				•	ion from which tended to p		•	ture is required to be usly incurred)
TOTAL:	\$	497,469.27	\$	42,811.92							
End Date	12/:	31/2010	1	2/31/2010							
Contrac			te only fo	or base contracts v	with contrac	ct # prefix: F	A or	GR) N/A			
Afric	an Americ	an '	Person	w/ Disability	Hisp	anic		Small Bus	siness	МОТ	disadvantaged
Asia	Asian Female Native American OTHER minority/disadvantaged—					ed					
Contrac	tor Selec	tion Method	(complet	te for ALL base co	ntracts— N	I/A to amen	imer	nts or delegated	authorit	ies)	
	RFP			Competiti	ive Negotia	ation			Alterna	tive Competi	itive Method
X Non-Competitive Negotiation											
Procure	ment Pro	cess Summa	ry (com	plete for Alternativ	e Method,	Competitive	Neg	otiation, Non-C	ompetiti	ve Negotiatio	n, OR Other)
These pos nospital sta		be employed b	y the Re	gional Medical Cel	nter in acco	ordance with	thei	r policies that re	equires t	hese services	s to provided by

Supplemental Documentation Required for Fiscal Review Committee

Markette (MA)	SV	lvia Davis		*Coi	ntact	865-9	74-2244
*Contact	Name:			P 1	ione:		
*Contract N	amber:	100416		*RFS Nu	Fr. 1 Thursday on a ba-		N/A
	Date:	ovember 15, 20		*Curren	t End Date:	Dece	mber 31, 2010
Gurrent Re	guest Ame	ndment Numb (if applica				2	
Proposed	Amendme	nt Effective Da (if applica			Janua	ry 1, 2	009
		nent Submitti	ng:	Un	iversity	of Ter	nessee
		*Divisi	on:	He			Center
		Date Submitt	ed:		Octobe		2008
*Subm	it <mark>ted W</mark> ithi	n Sixty (60) da	ys:			Yes	
		If not, expla	in:				
	*Contra	ct Vendor Nar	ne:	Regional			er at Memphis
*(Eurrent Ma	ximum Liabili	ty:		\$49	7,469.2	27
*Current Cont (as Shown on M							
FY: 2007	FY: 2008			7: 2010	FY: 2	011	FY
\$ 71,875.05	\$117,340.80	\$120,881.41	\$12	24,507.80	\$62,86	4.21	(\$)
*Current Total (attach backup							
FY: 2007	FY: 2008			7: 2010	FY: 2	011	FY
\$71,875.05	\$117,340.80		\$ N		\$ N/A		\$
greater than Contract Expenditures, please give the reasons and explain where surplus funds were spent: IF surplus funds have been carried forward, please give the reasons and provide the authority for the carry forward provision: IF Contract Expenditures exceeded Contract Allocation, please give the reasons and explain how funding was acquired to pay the overage: *Contract We anticipate full expenditure of the FY 2009 contract allocation at the end of the fiscal year.							
Source/Amoun		\$497,469.27	X () () () () () () () () () (Fed	leral:		
Interdepartn					Other:		
If "other" please define: Dates of All Previous Amendments Brief Description of Actions in Previous							
Dates of All Pi	ting the control of t	A 1,72 Fr 2000 Park to 24 at 14					ACTION OF THE PARTY OF THE PARTY OF THE PARTY.
or Revisions (if applicable) November 1, 2007 – December 31, 2010				Amendments or Revisions: (if applicable) Extend contractual period			
							nino Brovidor
-Method of	Original A	ward: (if applie	able)	<u>Uniquely</u>	Qualifi	ea Sei	vice Provider

AMENDMENT # 2

THE UNIVERSITY OF TENNESSEE CONTRACT AMENDMENT

This amendment is to the contract between the University of Tennessee (hereinafter University) and Regional Medical Center 1/1/2006 (hereinafter Contractor), which Contract was signed by the University on 11/21/06.

This Contract amendment consists of this cover page, the University's Standard Terms and Conditions (on reverse), and 2 additional pages. Terms contained on this cover page and the University's Standard Terms and Conditions shall prevail over those of any attachments unless otherwise stated under "other terms" below.

By mutual agreement, the University and the Contractor agree to the following amendment:

Amending contract #100416/97826 to add the services of a Medical Assistant as detailed in schedule "D" through The Regional Medical Center at Memphis through the Health Loop sites. University's maximum liability is increasing from \$497,469.27 to \$540,281.19 (a difference of \$42,811.92). Principle Investigator: Veronica Mallett, M.D.

Payments will be made within forty-five (45) days from receipt of invoice.

62-1113169

The invoice will be sent to the University of Tennessee, Department of OB/GYN, 853 Jefferson Avenue, Suite E208, Memphis, TN 38163, Attn: Randy Conway.

All other terms remain unchanged. In witness of their acceptance of the terms of this agreement, the parties have had this contract executed by their duly authorized representatives.

FOR CONTRACTOR:	FOR UNIVERSITY:
Signature	. Signature
Name and Title	Name and Title
Date	Date
Regional Medical Center at Memphis 877 Jefferson Avenue Memphis, TN 38103	Department Name
Telephone Number: 901-545-7453	
SSN or Fed. ID Number:	Responsible Account (If applicable)

	1	Schedule C			1
	-	June 1			
		Nurse Practitioner Responsibilities:		 	
he primary respo	nsibility of the nurse	practitioner is to manage all aspects of conducti	ng patient care services. The		
orse is required to	have an in-depth k	nowledge of Obstetric protocols and good clinical	practices as set forth		
v federal regulation	ons. As the primary	resource for the patient, the nurso practitioner ac	ts as liaison between the	<u> </u>	
atient and the pri	nary doctor. The m	arse practitioner will see scheduled patients under	the supervision of		
Dr. Mallett, Dr. M	oses-Simmons, Dr. I	Edwards-Thomas, and Dr. Carter at the Health Lo	op sites. The nurse practitioner		
<u>yill perform his/he</u>	r duties as specified	in the grant award provided by the state.		-	
<u></u>					
		Services of a Nurse Practitioner			-
	D-1	P.J. Banafita	Total Monthly Salary		
November-2006	Salary 3,581.46	Fringe Benefits	4,791.67	ł	<u> </u>
December-2006	7,162.92	2,420,42	9,583.34		
anuary-2007	7,162.92	2,420,42	9,583.34	l	
ebruary-2007	7,162.92	2,420,42	9,583.34		
Jarch-2007	7,162.92	2,420.42	9,583.34		
April-2007	7,162.92	. 2,420.42	9,583.34		
May-2007	7,162.92	2,420.42	9,583.34		
une-2007	7,162.92	2,420.42	9,583.34	71,875.05	FY 2007
uly-2007	7,162,92	2,420.42	9,583.34		
August-2007	7,162,92	2,420.42	9,583.34		<u> </u>
eptember-2007	7,162.92	2,420.42	9,583.34		
october-2007	7,162.92	2,420.42	9,583.34		<u></u>
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otal Cost			110,208.41	ļ	1
					ļ
	Salary	Fringe Benefits	Total Monthly Salary	ļ	<u> </u>
lovember-2007	7,381.66	2,494.27	9,875.93		<u> </u>
December-2007	7,381.66	2,494,27	9,875,93		
anuary-2008	7,381.66	2,494.27	9,875.93	·-·	<u> </u>
ebruary-2008	7,381.66	2,494.27	9,875.93		-
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pril-2008	7,381.66	2,494.27	9,875.93		
/lay-2008	7,381.66	2,494,27	9,875.93	117,340.80	FY 2008
une-2008	7,381.66	2,494.27	9,875.93	117,040.00	1 1 2000
uly-2008	7,381.66	2,494.27 2,494.27	9,875,93		
August-2008 eptember-2008	7,381,66 7,381,66	2,494.27	9,875,93		
October-2008	7,381,66	2,494.27	9,875.93		
/CIOUCI-2008	1,361,00	2,474.27		1848	
otal Cost			118,511.16		
0121 0031					
	Salary	Fringe Benefits	Total Monthly Salary		
lovember-2008	7,603.11	2,569.10	10,172.21		
ecember-2008	7,603.11	2,569.10	10,172.21		
anuary-2009	7,603.11	2,569.10	10,172,21		
ebruary-2009	7,603,11	2,569.10	10,172,21		
farch-2009	7,603,11	2,569.10	10,172.21		
pril-2009	7,603,11	2,569.10	10,172.21		
fay-2009	7,603.11	2,569.10	10,172.21		
une-2009	7,603.11	2,569.10	10,172.21	120,881.40	FY 2009
uly-2009	7,603.11	2,569.10	10,172,21		<u> </u>
ugust-2009	7,603.11	2,569.10	10,172,21	ļ	
eptember-2009	7,603.11	2,569.10	10,172,21		ļ
ctober-2009	7,603.11	2,569.10	10,172,21		ļ
otal Cost	·		122,066,52		
	Salary	Fringe Benefits	Total Monthly Salary		
lovember-2009	7,831.20	2,646.17	10,477.37		
ecember-2009	7,831.20	2,646.17	10,477,37		
muary-2010	7,831.20	2,646.17	10,477,37		
ebruary-2010	7,831.20	2,646.17	10,477,37		
Iarch-2010	7,831.20	2,646.17	10,477.37	,	
pril-2010	7,831.20	2,646.17	10,477.37 10,477.37		-
(ay-2010	7,831.20	2,646.17	10,477.37	124,507.80	EV 2010
me-2010	7,831,20	2,646.17	10,477.37	127,001.00	, , 40,0
ily-2010	7,831.20	2,646.17	10,477.37		
ugust-2010	7,831.20	2,646.17	10,477.37		
eptember-2010	7,831.20	2,646.17	10,477.37		
ctober-2010	7,831.20	2,646.17	10,477.37		
ovember-2010	7,831,20	2,646.17	10,477.37	62,864.22	FY 2011
ecember-2010	7,831.20	2,646.17	146,683.18		
otal Cost	<u> </u>	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	140,045,10		
	<u> </u>	77-1-1 4	t of subcontract 497,469.27		
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		10tal Amoun			

Schedule C

Nurse Practitioner Responsibilities:

Nurse Practitioner Responsibilities:

The primary responsibility of the nurse practitioner is to manage all aspects of conducting patient care services. The nurse is required to have an in-depth knowledge of Obstetric protocols and good clinical practices as set forth by federal regulations. As the primary resource for the patient, the nurse practitioner acts as liaison between the patient and the primary doctor. The nurse practitioner will see scheduled patients under the supervision of Dr. Moses-Simmons, Dr. Edwards-Thomas, and Dr. Carter at the Health Loop sites. The nurse practitioner will perform his/her duties as specified in the grant award provided by the state.

Services of a Nurse Practitioner

•		Services of a fraise P (actitione)	
	Salary	Fringe Benefits	Total Monthly Salary
November-2006	3,581.46	1,210.21	4,791.67
December-2006	7,162.92	2,420.42	9,583.34
January-2007	7,162.92	2,420.42	9,583.34
February-2007	7,162.92	2,420.42	9,583.34
March-2007	7,162.92	2,420.42	9,583.34
April-2007	7,162.92	2,420.42	9,583.34
•	7,162.92	2,420.42	9,583.34
May-2007	7,162.92	2,420.42	9,583.34
June-2007			9,583.34
July-2007	7,162.92	2,420.42	
August-2007	7,162.92	2,420.42	9,583.34
September-2007	7,162.92	2,420.42	9,583.34
October-2007	7,162.92	2,420.42	9,583.34
Total Cost			110,208.41
	Salary	Fringe Benefits	Total Monthly Salary
November-2007	7,381.66	2,494.27	9,875.93
December-2007	7,381.66	2,494.27	9,875.93
January-2008	7,381.66	2,494.27	9,875.93
February-2008	7,381.66	2,494.27	9,875.93
March-2008	7,381.66	2,494.27	9,875.93
April-2008	7,381.66	2,494.27	9,875.93
•	•		9,875.93
May-2008	7,381.66	2,494.27	•
June-2008	7,381.66	2,494.27	9,875.93
July-2008	7,381.66	2,494.27	9,875.93
August-2008	7,381.66	2,494.27	9,875.93
September-2008	7,381.66	2,494.27	9,875.93
October-2008	7,381.66	2,494.27	9,875.93
Total Cost			118,511.16
	Salary	Fringe Benefits	Total Monthly Salary
November-2008	7,603.11	2,569.10	10,172.21
December-2008	7,603.11	2,569.10	10,172.21
January-2009	7,603.11	2,569.10	10,172.21
February-2009	7,603.11	2,569.10	10,172.21
March-2009	7,603.11	2,569.10	10,172.21
April-2009	7,603.11	2,569.10	10,172.21
May-2009	7,603.11	2,569.10	10,172,21
June-2009	7,603.11	2,569.10	10,172.21
July-2009	7,603.11	2,569.10	10,172.21
*	7,603.11	2,569.10	10,172,21
August-2009 September-2009	7,603.11	2,569.10	10,172.21
October-2009	7,603.11	2,569.10	10,172.21
Total Cost	.,	.,	122,066.52
Total Cost		T. T. T.	
	Salary	· Fringe Benefits	Total Monthly Salary
November-2009	7,831.20	2,646.17	10,477.37
December-2009	7,831.20	2,646.17	10,477.37
January-2010	7,831.20	2,646.17	10,477.37
February-2010	7,831.20	2,646.17	10,477.37
March-2010	7,831.20	2,646.17	10,477.37
April-2010	7,831.20	2,646.17	10,477.37
May-2010	7,831.20	2,646.17	10,477.37
June-2010	7,831.20	2,646.17	10,477.3 7
July-2010	7,831.20	2,646.17	10,477.37
August-2010	7,831.20	2,646.17	10,477.37
September-2010	7,831.20	2,646,17	10,477.37
October-2010	7,831.20	2,646.17	10,477.37
November-2010	7,831.20	2,646.17	10,477.37
December-2010	7,831.20	2,646.17	10,477.37
Total Cost	7,00,1,20	<i>2</i> ,01011	146,683.18

Schedule D

Medical Assistant Responsibilities:

The MA (Medical Assistant) will function as co-facilitator for Centering Pregnancy groups, being an active and interactive knowledgeable member of the group. In addition, the MA will assist with teaching self-care skills to participants including self blood pressures, self weights and record-keeping. During groups the MA will obtain appropriate lab work, Ultrasounds and necessary referrals. The MA will pre-scan and prep charts prior to group, schedule groups, and telephone or mail participants as needed to improve attendance. The MA will assist with gathering Statistics on Centering Pregnancy groups. During regular clinic hours the MA will perform all routine MA duties as needed to maintain flow of clinic.

Month	Salary	Fringe Benefits	Total Monthly Salary
January-2009	2,666.66	901.00	3,567.66
February-2009	2,666.66	901.00	3,567.66
March-2009	2,666.66	901.00	3,567.66
April-2009	2,666.66	901.00	3,567.66
May-2009	2,666.66	901.00	3,567.66
June-2009	2,666.66	901.00	3,567.66
July-2009	2,666.66	901.00	3,567.66
August-2009	2,666.66	901.00	3,567.66
September-2009	2,666.66	901.00	3,567.66
October-2009	2,666.66	901.00	3,567.66
November-2009	2,666.66	901.00	3,567.66
December-2009	2,666.66	901.00	3,567.66

Total Cost 42,811.92

STANDARD TERMS AND CONDITIONS

- 1. The University is not bound by this Contract until it is approved by the appropriate University official(s) indicated on the signature page of this Contract.
- 2. This Contract may be modified only by a written amendment which has been executed and approved by the appropriate parties as indicated on the signature page of this Contract.
- 3. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the University.
- 4. Unless otherwise indicated on the reverse, if this Contract provides for reimbursement for travel, meals or lodging, such reimbursement must be made in accordance with University travel policies.
- 5. The Contractor warrants that no part of the total Contract amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor, or consultant to Contractor in connection with any work contemplated or performed relative to this Contract, and that no employee or official of the State of Tennessee holds a controlling interest in the Contractor. If the Contractor is an individual, the Contractor certifies that he/she is not presently employed by the University or any other agency or institution of the State of Tennessee; that he/she has not retired from or terminated such employment within the past six months; and that he/she will not be so employed during the term of this Contract.
- 6. The Contractor shall maintain documentation for all charges against the University under this Contract. The books, records and documents of the Contractor, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment, and shall be subject to audit, at any reasonable time and upon reasonable notice, by the University or the Comptroller of the Treasury, or their duly appointed representatives. These records shall be maintained in accordance with generally accepted accounting principles.
- 7. No person on the grounds of disability, age, race, color, religion, sex, national origin, veteran status or any other classification protected by Federal and/or Tennessee State constitutional and/or statutory law shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract. The Contractor shall, upon request, show proof of such non-discrimination, and shall post in conspicuous places, available to all employees and applicants, notice of nondiscrimination.
- 8. The Contractor, being an independent contractor, agrees to carry adequate public liability and other appropriate forms of insurance, and to pay all taxes incident to this Contract. The University shall have no liability except as specifically provided in this Contract.
- 9. The Contractor shall comply with all applicable Federal and State laws and regulations in the performance of this Contract.
- 10. This Contract shall be governed by the laws of the State of Tennessee, which provide that the University has liability coverage solely under the terms and limits of the Tennessee Claims Commission Act.
- 11. The Contractor shall avoid at all times any conflict of interests between his/her duties and responsibilities as a Contractor and his/her interests outside the scope of any current or future Contracts. The following principles define the general parameters of a conflict of interests prohibited by the University:
 - A. A Contractor's outside interests shall not interfere with or compromise his/her judgment and objectivity with respect to his/her duties and responsibilities to the University.
 - B. A Contractor shall not make or influence University decisions or use University resources in a manner that results in:
 - · Financial gain outside any current or future Contracts for either the Contractor or his/her relatives or
 - Unfair advantage to or favored treatment for a third party outside the University.
 - C. A Contractor's outside financial interests shall not affect the design, conduct, or reporting of research.

The Contractor certifies that he/she has no conflicts of interests and has disclosed in writing the following:

- A. Any partners or employees of the Contractor who are also employees of the University.
- B. Any relatives of the Contractor's partners or employees who work for the University.
- C. Any outside interest that may interfere with or compromise his/her judgment and objectivity with respect to his/her responsibilities to the University.
- 12. If the Contractor fails to perform properly its obligations under this Contract or violates any term of this Contract, the University shall have the right to terminate this Contract immediately and withhold payments in excess of fair compensation for completed services. The Contractor shall not be relieved of liability to the University for damages sustained by breach of this Contract by the Contractor.
- 13. It is understood by the Contractor that the University will possess all rights to any creations, inventions, other intellectual property, and materials, including copyright or patents in the same, which arise out of, are prepared by, or are developed in the course of the Contractor's performance under this Contract. The Contractor and the University acknowledge and agree that the Contractor's work under this Contract shall belong to the University as "work-made-for-hire" (as such term is defined in U.S. Copyright Law).
- 14. For personal, professional, and consultant services, the Contractor shall submit brief, periodic progress reports to the University as requested.
- 15. In compliance with the requirements of Chapter 878, Public Acts of 2006 of the State of Tennessee, for any contract for goods or services purchased by the University, the Contractor hereby attests that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performances of the Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the United States in the performance of the Contract.

AMENDMENT # 1

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Contract Tracking #	
COTTON Y Y PROFIT IN	

THE UNIVERSITY OF TENNESSEE

CONTRACT AMENDMENT

CONTRACTAMEN	1, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1
•	
This amendment is to the contract between The University of	Tennessee (hereinafter University) and
The Regional Medical Center at Memphis (hereinafter Contractor)), which contract was signed by the
University on 1120 06.	
This contract consists of this cover page, the University's Star	adard Terms and Conditions (on reverse), and
additional pages. Terms contained on this cover page and the prevail over those of any attachments unless otherwise stated under "oth	er terms" helow.
prevail over those of any attachments unless otherwise stated under other	or torms below.
By Mutual agreement, the University and the Contractor agree to the	following amendment:
The Regional Medical Center at Memphis will continue to provide t	the services of a Nurse Practitioner for the Health Loop
Project Investigator: Veronica T. Mallett, M.D. This is an increase	e in the amount from \$110,208.41 to \$497,469.27 and an
extension in the contract period from 15-Nov-06 through 31-Oct-07	to 15-Nov-06 to 31-Dec-2010. This is an amendment to
contract #97826.	
Other payment terms: Payments will be made within forty-five (45) days from receipt of In	nyoice.
Due to the availability of funds, all invoices must be received within	sixty (60) days from the end of this service contract.
	·
	m.e.
The University maximum liability under this contract is	\$497,469.27
The University incomments and the contract in	942/14/02/2
The University maximum liability under this contract will increase	\$387,260.86
• .	
Other terms (N/A if none): The Invoice will be sent to The University of Tennessee, Departmen 38163, Attn: Randy H. Conway In witness of their acceptance of the terms of this agreement, executed by their duly authorized representatives.	
executed by their dary authorized representatives.	A.
	TOT VOICE AND COMMENT
FOR CONTRACTOR:	FOR UNIVERSITY:
$\leq \rho_{H}$	All acid a
Surally Me	S:
Signature	Signature
Stuart Polly, M.D.	Anthony A. Ferrara
Chief Medical Officer & V.P. of Clinical Affairs Name and Title	Name and Title Vice Chancellor
	Finance & Operations
Regional Medical Center at Memphis	artist a stratifica
877 Jefferson Avenue	7.25.07
Address	Date
Memphis , Tn. 38103	•
	Obstetrics & Gynecology
901-545-7453 Telephone Number	Department Name
62-1113169	R07-3228-086
SSN or Fed. Id. No.	Responsible Account
MMAT VS A YOU ALLS	(If applicable)
10-00-07	

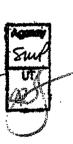
Date

STANDARD TERMS AND CONDITIONS

- The University a not bound by this Contract until it is approved by the appropriate University official(s) indicated on the signature
 page of this Contract.
- This Contract may be modified only by a written amendment which has been executed and approved by the appropriate parties as indicated on this signature page of this Contract.
- The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the University.
- 4. Unless otherwit a indicated on the reverse, if this Contract provides for reimbursement for travel, meals or lodging, such reimbursement must be made in accordance with University travel policies.
- 5. The Contractor warrants that no part of the total Contract amount shall be paid directly or indirectly to an employee or official of the State of Ter ressee as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor, or consultant to Contractor in connection with any work contemplated or performed relative to this Contract, and that no employee or official of the Strite of Tennessee holds a controlling interest in the Contractor. If the Contractor is an individual, the Contractor certifies that he the is not presently employed by the University or any other agency or institution of the State of Tennessee; that he/she has not extred from or terminated such employment within the past six months; and that he/she will not be so employed during the term of this Contract.
- 6. The Contractor : halt maintain documentation for all charges against the University under this Contract. The books, records and documents of the Contractor, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment, and shall be subject to audit, at any reasonable time and upon reasonable notice, by the University or the Comptroller of the Treasury, or their duly appointed representatives. These records shall be maintained in accordance with generally accepted accounting principles.
- 7. No person on the grounds of disability, age, race, color, religion, sex, national origin, veteran status or any other classification protected by Fe : eral and/or Tennessee State constitutional and/or statutory law shall be excluded from participation in, or be denied benefits :f, or be otherwise subjected to discrimination in the performance of this Contract. The Contractor shall, upon request, show proof of such non-discrimination, and shall post in conspicuous places, available to all employees and applicants, notice of nondistrimination.
- 8. The Centractor, looing an independent contractor, agrees to corry adequate public liability and other appropriate forms of incurrance, and I:-pay-all-taxes incident to this Contract. The University shall have no liability except as specifically-provided in this Contract.
- The Contractor small comply with all applicable Federal and State laws and regulations in the performance of this Contract.
- 10. This Contract shall be governed by the laws of the State of Tennesses, which provide that the University has liability coverage solely under the terms and limits of the Tennessee Claims Commission Act.
- 11. The Contractor shall avoid at all times any conflict of interests between his/her duties and responsibilities as a Contractor and his/her interests outside the scope of any current or future Contracts. The following principles define the general parameters of a conflict of interests prohibited by the University:
 - A Continuous's outside interests shall not interfere with or compromise his/her judgment and objectivity with respect to his/her :luties and responsibilities to the University.
 - b. A Contractor shall not make or influence University decisions or use University resources in a manner that results in:
 - Financial gain outside any current or future Contracts for either the Contractor or his/her relatives or
 - Unfair advantage to or favored treatment for a third party outside the University.
 - c. A Contractor's outside financial interests shall not affect the design, conduct, or reporting of research.

The Contractor curtifies that he/she has no conflicts of interests and has disclosed in writing the following:

- a. Any pariners or employees of the Contractor who are also employees of the University.
- b. Any relatives of the Contractor's partners or employees who work for the University.
- Any out-lide interest that may interfere with or compromise his/her judgment and objectivity with respect to his/her responsibilities to the University.
- 12. If the Contractor 'aiis to perform properly its obligations under this Contract or violates any term of this Contract, the University shall have the right to terminate this Contract immediately and withhold payments in excess of fair compensation for completed services. The Contractor shall not be relieved of liability to the University for damages sustained by breach of this Contract by the Contractor.
- 13. It is understood by the Contractor that the University will possess all rights to any creations, inventions, other intellectual property, and materials, including copyright or patents in the same, which arise out of, are prepared by, or are developed in the course of the Contractor's performance under this Contract. The Contractor and the University acknowledge and agree that the Contractor's work under this Contract shall belong to the University as "work-made-for-hire" (as such term is defined in U.S. Copyright Law).
- 14. For personal, pro assignal, and consultant services, the Contractor shall submit brief, periodic progress reports to the University as requested.
- 15. In compliance with the requirements of Chapter 878, Public Acts of 2006 of the State of Tennessee, for any contract for goods or services purchased by the University, the Contractor hereby attests that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performances of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the service: of an illegal immigrant in the United States in the performance of the Contract.



Schedule C

Nurse Practitioner Responsibilities:

Nurse Practitioner Responsibilities:

The primary responsibility of the nurse practitioner is to manage all aspects of conducting patient care services. The nurse is required to have an in-depth knowledge of Obstetric protocols and good clinical practices as set forth by federal regulations. As the primary resource for the patient, the nurse practitioner acts as liaison between the patient and the primary doctor. The nurse practitioner will see scheduled patients under the supervision of Dr. Mallett, Dr. Moses-Simmons, Dr. Edwards-Thomas, and Dr. Carter at the Health Loop sites. The nurse practitioner will perform his/her duties as specified in the grant award provided by the state.

Services of a Nurse Practitioner

		Dai tions of a 11m200 X 200 more	
•	Salary	Fringe Benefits	Total Monthly Salary
November-2006	3,581.46	1,210.21	4,791.67
December-2006	7,162.92	2,420.42	9,583.34
January-2007	7,162,92	2,420.42	9,583.34
February-2007	7,162.92	2,420.42	9,583.34
March-2007	7,162.92	2,420.42	9,583.34
April-2007	7,162.92	2,420.42	9,583.34
May-2007	7,162:92	2,420.42	9,583,34
June-2007	7.162.92	2,420.42	9,583.34
July-2007	7,162.92	2,420.42	9,583.34
August-2007	7,162.92	2,420.42	9,583,34
September-2007	7,162.92	2,420.42	9,583.34
October-2007	7,162.92	2,420.42	<i>9</i> ,583.34
Total Cost			110,208.41
	Salary	Fringe Benefits	Total Monthly Salary
November-2007	7,381.66	2,494.27	· 9,875.93
December-2007	7,381.66	2,494.27	9,875.93
January-2008	7,381.66	2,494.27	9,875.93
February-2008	7,381.66	2,494.27	9,875.93
March-2008	7,381.66	2,494,27	9,875.93
April-2008	7,381.66	2,494,27	9,875.93
May-2008	7,381.66	2,494.27	9,875.93
June-2008	7,381.66	2,494.27	9,875.93
July-2008	7,381.66	2,494.27	9,875.93
August-2008	7,381.66	2,494.27	9,875.93
September-2008	7,381.66	2,494.27	9,875.93
October-2008	7,381.66	2,494.27	9,875.93
Total Cost			118,511,16
	Salary	Fringe Benefits	Total Monthly Salary
November-2008	7,603.11	2,569.10	10,172.21
December-2008	7,603.11	2,569.10	10,172.21
January-2009	7,603.11	2,569,10	10,172.21
February-2009	7,603.11	2,569.10	10,172,21
March-2009	7,603.11	2,569.10	10,172.21
April-2009	7,603.11	2,569.10	10,172.21
May-2009	7,603.11	2,569.10	10,172.21
June-2009	7,603.11	2,569.10	10,172.21
July-2009	7,603.11	2,569.10	10,172:21
August-2009	7,603.11	2,569.10	10,172,21
September-2009	7,603.11	2,569.10	10,172.21
October-2009	7,603.11	2,569.10	10,172.21
Total Cost			122,066.52
	Coin	Fringe Benefits	Total Monthly Salary
Mariamba- 2000	Salary	-	10iai Monthly Salaty 10,477.37
November-2009	7,831.20	2,646.17	10,477.37
December-2009	7,831.20	2,646.17	10,477.37
January-2010	7,831.20	2,646.17	10,477.37
February-2010	7,831.20	2,646.17	10,477.37
March-2010	7,831.20	2,646.17	10,477.37
April-2010	7,831.20	2,646.17	
May-2010	7,831.20	2,646.17	10,477.37
June-2010	7,831.20	2,646.17	10,477,37
July-2010	7,831.20	2,646.17	10,477,37
August-2010	7,831.20	2,646.17	10,477.37
September-2010	7,831.20	2,646.17	10,477.37
October-2010	7,831.20	2,646.17	10,477.37
November-2010	7,831,20	2,646.17	10,477.37
December-2010	7,831,20	2,646.17	10,477,37
Total Cost	1,001,20	2,010,17	146,683.18

Additional Terms to this Service Agreement with the Regional Medical Center:

Indemnification. The MED shall indemnify and hold harmless within the scope of the Governmental Tort Liability Act, (TCA § 29-20-101 et seq.) the University from any and all claims for personal injury, including death, arising out of or connected with The MED's acts or omissions, or willful misconduct alleged to have arisen from the rendering of services provided by the MED as set forth in this Contract.

Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Contractor by the University or acquired by the Contractor on behalf of the University shall be regarded as confidential information in accordance with the provisions of applicable state and federal law, state and federal rules ard regulations, departmental policy, and ethical standards. Such confidential information shall not be material or information in conformance with applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards.

The Contractor's obligations under this section do not apply to information in the public domain; entering the public domain but not from a breach by the Contractor of this Contract; previously possessed by the Contractor without written obligations to the University to protect it; acquired by the Contractor without written restrictions against disclosure from a third party which, to the C: ntractor's knowledge, is free to disclose the information; the Contractor can prove by written documentation was independed the developed by the Contractor without the use of the University's information; or, disclosed by the University to others without restrictions against disclosure. Nothing in this paragraph shall permit Contractor to disclose any informatior that is confidential under federal or state law or regulations, regardless of whether it has been disclosed or made available to the Contractor due to intentional or negligent actions or inactions of agents of the University or third

It is specifically agreed that all information provided to or generated by Contractor under this Agreement, whether such information originates with Contractor, University, or a third party, shall be considered confidential and shall not be disclosed without prior written permission of University, or as required by applicable law.

HIPAA Compliance. Contractor warrants to the University that it is familiar with the requirements of the Health Insurance Portability and it ecountability Act of 1996 (HIPAA) and its accompanying regulations, and will comply with all applicable HIPAA requirer ents in the course of this contract. Contractor warrants that it will cooperate with the University in the course of performance of the contract so that both parties will be in compliance with HIPAA, including cooperation and coordination with University privacy officials and other compliance officers required by HIPAA and its regulations. Contractor will any documents that are reasonably necessary to keep the University and Contractor in compliance with HIPAA, including but not limited to business associate agreements.

Data Ownership. Contractor shall make no claim to data arising under this Agreement; all such data shall be owned by University or such other entity as University shall determine.

<u>Inventions</u>. Contractor shall make no claim to inventions or discoveries arising under this Agreement; all such inventions or discoveries shall be owned by University or such other entity as University shall determine.

Access to Records. Contractor agrees to allow University and the study sponsor/funding agency and regulatory agencies access to relevant medical records generated under this Agreement, subject to applicable laws.

Contractor employees and agents. Contractor shall require that its employees and agents who provide services hereunder or who have access to information or data acquired or generated hereunder are bound by the provisions of this Agreement.

Third Party Paye: The Contractor will not seek reimbursement from any federal healthcare program or third party payer for any amounts pair by University that are being reimbursed as study related services.

Debarment Certi: cation. Contractor certifies that it is not and does not use in any capacity the services of any person debarred under the Generic Drug Enforcement Act of 1992, subsections 306(a) or 306(b); or any testing facility disqualified under CFR Part Sit. Subpart K, or a clinical investigator disqualified under 21 CFR 312.70, in connection with any of the services performed by Contractor pursuant to this Agreement, Contractor agrees that it will immediately disclose in writing to University if it becomes aware of any person, testing facility or clinical investigator engaged in the performance of services under this agreement is disqualified or debarred, or if any action, suit, claim, investigator or legal or administrative proceeding is pending or threatened, relating to the debarment or disqualification of Contractor or any person performing.

it is expressly uncerstood and agreed that the obligations set forth in this section shall survive the termination of this Contract.

ORIGINAL CONTRACT

THE UNIVERSITY OF TENNESSEE

CONTRACT

This Contract made and entered into on Nev 13 700 of Tennessee (hereinafter University) and The Regional Medical Cer	4. documents the agreement between The Uniter at Memphis (hereinafter Contradcto	versity r).
This contract consists of this cover page, the University's additional pages. Terms contained on this cover page and prevail over those of any attachments unless otherwise stated under "	the University's Standard Terms and Co	rse), and anditions shall
Contractor will provide the following: The Regional Medical Center will provide the services of a Nurs	se Practitioner for the Health Loop.	
The period of performance under this contract is from	15-1101-00	-Oct-07
However, the University may terminate this contract by giving the C the effective termination date, in which event the Contractor shall be authorized work completed as of the termination date.	Contractor at least thirty (30) days writter e entitled to receive equitable compensati See Attached	notice before on for satisfactory
The University will compensate the Contractor \$	See Attached Schedule C per	Month
Other payment terms: Payments will be made within forty-five (45) days from receipt Due to the availability of funds, all invoices must be received w	of Invoice. ìthin sixty (30) days from the end of ti	nis service contract.
The University maximum liability under this contract is	\$110,208.41	
Other terms (N/A if none): The Invoice will be sent to The University of Tennessee, Depart 38163, Attn: Randy H. Conway	tment of OB/GYN, 853 Jefferson Ave.	, Suite E208, Memphis, Tn.
In witness of their acceptance of the terms of this agreen executed by their duly authorized representatives.	nent, the parties have had this contract	
FOR CONTRACTOR:	FOR UNIVERSITY:	- 11.20-04
Signature	Signature A. Fortie	re:
Stuart Polly, M.D. Chief Medical Officer & V.P. of Clinical Affairs Name and Title	Name paid Tidego & Countries	,
The Regional Medical Center at Memphis	* * * * * * * * * *	
Regional Medical Center at Memphis 877 Jefferson Avenue		
Address	Date	
Memphis , Te. 38103		
901-545-7453	Obstetrics & Gynecology	
Telephone Number	Department Name	
62-1113169	R073228086 Responsible Account	
SSN or Fed. Id. No.	(If applicable)	

Schedule C

Nurse Practitioner Responsibilities:

The primary responsibility of the nurse practitioner is to manage all aspects of conducting patient care services. The nurse is required to have an in-depth knowledge of Obstetric protocols and good clinical practices as set forth by federal regulations. As the primary resource for the patient, the nurse practitioner acts as liaison between the patient and the primary doctor. The nurse practitioner will see scheduled patients under the supervision of Dr. Mallett, Dr. Moses-Simmons, Dr. Edwards-Thomas, and Dr. Carter at the Health Loop sites. The nurse practitioner will perform his/her duties as specified in the grant award provided by the state.

Services of a Nurse Practitioner

	Salary	Fringe Benefits	Total Monthly Salary
November-2006	3.581.46	1,210.21	4,791.67
December-2006	7.162.92	2,420.42	9,583.34
January-2007	7,162.92	2,420.42	9,583.34
February-2007	7,162,92	2,420.42	9,583.34
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April-2007	7,162.92	2,420,42	9,583.34
•	7.162.92	2,420,42	9,583.34
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August-2007	7,162.92	2.420.42	9,583.34
September-2007	7,162.92	2,420.42	9,583.34
October-2007	7,162.92	2,420.42	•

Additional Terms to this Service Agreement:

Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Contractor by the University or acquired by the Contractor on behalf of the University shall be regarded as confidential information in accordance with the provisions of applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards. Such confidential information shall not be disclosed to any third party, and all necessary steps shall be taken by the Contractor to safeguard the confidentiality of such material or information in conformance with applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards.

The Contractor's obligations under this section do not apply to information in the public domain; entering the public domain but not from a breach by the Contractor of this Contract; previously possessed by the Contractor without written obligations to the University to protect it; acquired by the Contractor without written restrictions against disclosure from a third party which, to the Contractor's knowledge, is free to disclose the information; the Contractor can prove by written documentation was independently developed by the Contractor without the use of the University's information; or, disclosed by the University to others without restrictions against disclosure. Nothing in this paragraph shall permit Contractor to disclose any information that is confidential under federal or state law or regulations, regardless of whether it has been disclosed or made available to the Contractor due to intentional or negligent actions or inactions of agents of the University or third parties.

It is specifically agreed that all information provided to or generated by Contractor under this Agreement, whether such information originates with Contractor, University, or a third party, shall be considered confidential and shall not be disclosed without prior written permission of University, or as required by applicable law.

HIPAA Compliance. Contractor warrants to the University that it is familiar with the requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its accompanying regulations, and will comply with all applicable HIPAA requirements in the course of this contract. Contractor warrants that it will cooperate with the University in the course of performance of the contract so that both parties will be in compliance with HIPAA, including cooperation and coordination with University privacy officials and other compliance officers required by HIPAA and its regulations. Contractor will sign any documents that are reasonably necessary to keep the University and Contractor in compliance with HIPAA, including but not limited to business associate agreements.

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Contractor employees and agents. Contractor shall require that its employees and agents who provide services hereunder or who have access to information or data acquired or generated hereunder are bound by the provisions of this Agreement.

Third Party Payer. The Contractor will not seek reimbursement from any federal healthcare program or third party payer for any amounts paid by University that are being reimbursed as study related services.

Debarment Certification. Contractor certifies that it is not and does not use in any capacity the services of any person debarred under the Generic Drug Enforcement Act of 1992, subsections 306(a) or 306(b); or any testing facility disqualified under CFR Part 58, Subpart K, or a clinical investigator disqualified under 21 CFR 312.70, in connection with any of the services performed by Contractor pursuant to this Agreement. Contractor agrees that it will immediately disclose in writing to University if it becomes aware of any person, testing facility or clinical investigator engaged in the performance of services under this agreement is disqualified or debarred, or if any action, suit, claim, investigator or legal or administrative proceeding is pending or threatened, relating to the debarment or disqualification of Contractor or any person performing services hereunder.

It is expressly understood and agreed that the obligations set forth in this section shall survive the termination of this Contract.